JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY File Number: 2418141 OR BOOK 1988 PAGE 24 Recorded:06/09/04 15:58

Cynthia C. Spall, Esquire	Ÿ	Doc	Assum Tax	4 7	\$	0.00 0.70
Gunster, Yoakley & Stewart, P.A.	₩.	Int	∤äX	2	Ė	0.00
777 South Flagler Drive, Suite 500 East						
West Palm Beach, Florida 33402-4587						

MINIMUM DOCUMENTARYSTAMPS ARE REQUIRED SINCE NO CONSIDERATION WAS GIVEN FOR THIS CONVEYANCE PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.14(2)

Will Call #22

DEDICATION OF NON-EXCLUSIVE PERMANENT SIDEWALK EASEMENT

THIS DEDICATION OF NON-EXCLUSIVE PERMANENT SIDEWALK EASEMENT ("Easement") dedicated, granted, executed and delivered this 23 day of April 2004 by RESERVE HOMES LTD., LP., A DELAWARE LIMITED PARTNERSHIP, whose address is 1601 Forum Place, Suite 805, West Palm Beach, FL 33401, ("Grantor"), to PGA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, whose mailing address is 9700 Reserve Blvd., Port St. Lucie, FL 34986, ("Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in St. Lucie County, Florida, legally described in **Exhibit "A"** attached hereto and made a part hereof ("Property"), which Property is located within the Plat of Tompson Point P.U.D. at PGA Village, according to the Plat thereof recorded in Plat Book 43, pages 10-10A, public records of St. Lucie County, Florida (hereinafter referred to as the "Plat"); and

WHEREAS, the Plat does not contain the location, legal description, or dedication of the sidewalks to be located within said Plat; and

WHEREAS, it was the intent of Grantor to include within the Plat the location and legal description of the sidewalks and provide a dedication thereof to Grantee over and across the Property legally described in **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "Easement Premises").

NOW THEREFORE, for and in consideration of Ten Dollars, the mutual covenants set forth herein, and other good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor hereby declares as follows:

- 1. Grant of Easement. Grantor does hereby grant and dedicate unto Grantee a non-exclusive permanent easement on, over, through, under, and across the Easement Premises, together with the right of reasonable ingress and egress over and across the Easement Premises as is necessary to the use of the rights granted herein. The easement rights created herein are non-exclusive and Grantor hereby reserves the right to full use and enjoyment on, over, through, under and across the Easement Premises, except such use as may unreasonably interfere with the exercise by the Grantee of the rights granted herein. None of the rights granted herein to Grantee shall prohibit Grantor at anytime from ingress and egress on, over, through, under, or across the Easement Premises.
- 2. Improvements, Maintenance and Repair. As provided in Section 5.02(a) of the Declaration of Covenants, Conditions and Restrictions for Tompson Point P.U.D. at PGA Village recorded in Official Record Book 1915, page 260, Public Records of St. Lucie County, Florida, Tompson Point/Reserve Property Owners Association, Inc., a Florida not-for-profit corporation, ("Neighborhood Association") its successors and assigns, shall be solely responsible, at its sole cost and expense, for all maintenance, replacement, and repair to the Easement Premises. The Neighborhood Association shall be responsible for compliance with all laws, rules, orders and regulations, including without limitation, all of the zoning and building code requirements of St. Lucie County, Florida. Notwithstanding the foregoing, the Neighborhood Association shall construct any repair, replacement, or maintenance to the Easement Premises in such a manner as will cause the least injury to the surface of the ground and landscaping around such Easement Premises and shall replace the earth and landscaping so removed by it and restore the area to the same condition as it existed prior to such repair or maintenance to the Easement Premises.
- Release and Indemnification. Grantee and the Neighborhood Association hereby release and agree to indemnify, defend and save harmless Grantor, and Grantor's beneficiaries, successors and assigns, from and against any and all claims, demands, losses, causes of action, costs and expenses of any kind or nature for personal injury, damage or death suffered by Grantee or any other persons or entities in connection with any use of the Easement Premises, or in connection with the maintenance, replacement, or repair to the Easement Premises, whether or not such claims, demands, losses, causes of action, or costs and expenses are a result of Grantor's negligence. The foregoing indemnity shall include all costs and expenses incurred by Grantor in defending a claim, demand or cause of action, or incurred in enforcing this indemnity, including, without limitation, any attorneys fees and paraprofessional charges.
- 4. No Public Dedication. Nothing contained in this Easement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Property, or the Easement Premises, to the general public or to be for the benefit of the general public or for any other public purpose whatsoever.

- Binding Effect. All rights, benefits and burdens created by this Easement shall 5. run with the Easement Premises. All provisions of this Easement, shall inure to the benefit of and bind Grantor and Grantee, their successors and assigns.
- Counterparts. This Easement may be executed in one or more counterparts, 6. each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
- Amendment. This Easement shall not be modified or altered without the written 7. consent of Grantor.
- Recording. It is the intention of Grantor and Grantee that this Easement shall be 8. recorded in the Public Records of St. Lucie County, Florida.
- Severability. In the event of invalidation of any provision under this Easement, 9. the remaining terms hereof shall not be deemed to be unenforceable or invalid.

IN WITNESS WHEREOF, Grantor and Grantee executed this Easement on the day and year first above written.

	GRANTOR:
Signed, sealed and delivered in the presence of:	RESERVE HOMES LTD., L.P., a Delaware limited partnership
Print Name: Scott G. MONTUN	By: Kolter Property Development, LLC, a Delaware limited liability company, its general partner
Print Name: McCul Argelakos	By: Kolter Holdings Florida, Inc., a Delaware corporation and member By:
-	John Csapo, Prosident Vice President
Print Name: 5 2011, Mucror	GRANTEE: PGA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Forida
Print Name: Nikole E, Ingelatios	not-for-profit corporation By: Name: Title: A C S A D O Title: Tit
	Title: PRESIDENT

STATE OF FLORIDA)	
COUNTY OF falu beach) ss.	
partnership, on behalf of the corporation, coindividual [1] is personally known to me or	oldings Florida, Inc., member of Kolter Property erve Homes, Ltd., L.P., a Delaware limited ompany and partnership. The above-named [] has produced the following identification een issued within the past five years and hours a
STATE OF FLORIDA)) ss. COUNTY OF falm beach)	(Notarial Seal) NCOLE E. ANGELAKOS Comes Donosor1 Empires 3/23/2008 Borded Bru (800)432-4254 Florida Notary Assn., Inc.
The foregoing instrument was acknowledge 2004, by Told Copp the Preside Association, Inc., a Florida not for profit corpabove-named individual [1] is personally knowledge which is curvears and bears a serial or other identifying number	oration, on behalf of the corporation. The rent or has been issued within the post five
(Notar	rial Seal)
į.	NICOLE E. ANGELAKOS Commil DD0295071 Expires 3/23/2008 Bonded thru (800)432-4254 Florida Notary Assn., Inc.

JOINDER OF NEIGHBORHOOD ASSOCIATION

TOMPSON POINT/RESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Dedication of Non-Exclusive Permanent Sidewalk Easement for the sole purpose of agreeing to the terms and performing its obligations as contained herein.

Signed, sealed and delivered in presence of: Print Name: Sent Gamen Print Name: Crackic Perik	TOMPSON POINT/RESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation By: Name: PROSIPENT
	(CORPORATE SEAL)
	•
OWNERS ASSOCIATION, INC., a Flor corporation. The above-named individual &	owledged before me this 26 day of April, 2004, of TOMPSON POINT/RESERVE PROPERTY rida not for profit corporation, on behalf of the dispersonally known to me or [] has produced the and who executed same on behalf of the Print Name: Cyuthia Peril Commission Number: 10022768 Commission Expires: 6.15-2007
;	(NOTARIAL SEAL)

CYNTHIA L. PERIH
Commission # DD0222768
Expires 6/15/2007
Bonded through
(800-432-4254) Florida Notary Assn., inc.

MORTGAGEE JOINDER

SUNTRUST BANK, as holder of that certain mortgage recorded in Official Record Book 1828, Page 2424, Public Records of St. Lucie County, Florida ("Mortgage") hereby joins in this Dedication of Non-Exclusive Permanent Sidewalk Easement for the sole purpose of consenting to the terms hereof.

Signed, sealed and delivered in the presence:	SUNTRUST BANK
	By: Propre Pasient
Print Names Karen McLemore	E STRUCT RUST BONNE
Print Name: LAULA B. FERON	SEAL CEORGIA (CORPORATE/SEAL)
	(CORPORATE SEAL)
STATE OF FLORIDA)	
COUNTY OF Palm Bach) ss.	
The foregoing instrument was ac 2004, by <u>Fred KOXAS</u> the behalf of the bank. He/she is personally	knowledged before me this 3 day of June, First Vice President of SUNTRUST BANK, on known to pre, or has produced as
identification.	Lucher Jucker
-	Notary Public
Doreen Flacher My Commission DD238151	Name: Doceen tischer
For NOT Expires July 29, 2007	(Notarial Seal)
•	My Commission No.: 1236 151 Expiration date: 7/29/2007

EXHIBIT "A" LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

DESCRIPTION: TOMPSON POINT (PARCEL 31)

A PARCEL OF LAND LYING IN SECTIONS 27 AND 34, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF OPEN SPACE TRACT 1, POD 33 AT THE RESERVE, PHASE 1, KINGSMILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGES 13, 13A THROUGH 13C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 15°53'14" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DOGLEG DRIVE (TRACT R-5); SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS SOUTH 15°53'14" EAST, SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 525.00 FEET; THENCE EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°40'54", AN ARC DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42°42'43" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.86 FEET; THENCE NORTH 01°37'46" EAST, A DISTANCE OF 13.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 420.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°48'43", AN ARC DISTANCE OF 152.56 FEET; THENCE SOUTH 66°28'00" WEST, A DISTANCE OF 126.68 FEET; THENCE NORTH 25°03'47" WEST, A DISTANCE OF 35.67 FEET; THENCE NORTH 36°07'27" WEST, A DISTANCE OF 203.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 615.00 FEET. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°37'21", AN ARC DISTANCE OF 81.82 FEET TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°54'32", AN ARC DISTANCE OF 86.16 FEET TO A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS NORTH 28°35'16" EAST, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 353.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°32'55", AN ARC DISTANCE OF 527.07 FEET TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°59'22", AN ARC DISTANCE OF 86.37 FEET TO A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS NORTH 81°08'52" EAST, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 1,655.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF 01°18'52", AN ARC DISTANCE OF 37.97 FEET TO A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS NORTH 82°27'44" EAST, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 846.08 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°59'22", AN ARC DISTANCE OF 103.21 FEET TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°28'21", AN ARC DISTANCE OF 56.68 FEET TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°25'47", AN ARC DISTANCE OF 221.41 FEET; THENCE SOUTH 73°49'51" EAST, A DISTANCE OF 169.20 FEET; THENCE NORTH 79°36'33" EAST, A DISTANCE OF 61.84 FEET TO THE SOUTHERLY LINE OF POD 30 AT THE RESERVE, AS RECORDED IN OFFICIAL RECORDS BOOK 1011, PAGE 1678, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 71°09'12" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 14.03 FEET; THENCE NORTH 19°11'08" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 7.88 FEET; THENCE NORTH 79°36'33" EAST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 131.10 FEET; THENCE SOUTH 05°50'28" WEST, A DISTANCE OF 76.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET , THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°22'28", AN ARC DISTANCE OF 24.54 FEET; THENCE SOUTH 03°32'01" EAST, A DISTANCE OF 23.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°19'05", AN ARC DISTANCE OF 50.57 FEET TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°04'56", AN ARC DISTANCE OF 44.72 FEET; THENCE SOUTH 01°17'52" EAST, A DISTANCE OF 40.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 535.00 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'07", AN ARC DISTANCE OF 52.31 FEET TO THE POINT OF COMPOUND CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,695.76 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°54'29", AN ARC DISTANCE OF 322.84 FEET TO THE POINT OF COMPOUND CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°35'52", AN ARC DISTANCE OF 32.73 FEET TO THE POINT OF COMPOUND CURVATURE, OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,840.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

ANGLE OF 06°29'48", AN ARC DISTANCE OF 208.63 FEET TO THE POINT OF COMPOUND CURVATURE, OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°13'19", AN ARC DISTANCE OF 30.95 FEET; THENCE SOUTH 36°07'27" EAST, A DISTANCE OF 102.49 FEET; THENCE SOUTH 36°06'03" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 615.00 FEET , THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°12'20", AN ARC DISTANCE OF 249.08 FEET; THENCE SOUTH 73°57'43" WEST, A DISTANCE OF 135.25 FEET TO A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS SOUTH 77°59'16" WEST, SAID CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°38'30", AN ARC DISTANCE OF 114.28 FEET; THENCE SOUTH 01°37'46" WEST, A DISTANCE OF 9.66 FEET; THENCE SOUTH 41°32'42" EAST, A DISTANCE OF 34.21 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF DOGLEG DRIVE; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THROUGH WHICH A RADIAL LINE BEARS SOUTH 05°16'49" WEST, SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 525.00 FEET; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°29'10", AN ARC DISTANCE OF 105.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.19 ACRES, MORE OR LESS.

EXHIBIT "B" LEGAL DESCRIPTION OF EASEMENT PREMISES

OR BOOK 1988 PAGE 34



